

These are the tentative rulings for civil law and motion matters set for Tuesday, November 18, 2014, at 8:30 a.m. in the Placer County Superior Court. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by 4:00 p.m. today, Monday November 17, 2014. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

NOTE: Effective July 1, 2014, all telephone appearances will be governed by Local Rule 20.8. More information is available at the court's website, www.placer.courts.ca.gov.

EXCEPT AS OTHERWISE NOTED, THESE TENTATIVE RULINGS ARE ISSUED BY COMMISSIONER MICHAEL A. JACQUES AND IF ORAL ARGUMENT IS REQUESTED, ORAL ARGUMENT WILL BE HEARD IN DEPARTMENT 40, LOCATED AT 10820 JUSTICE CENTER DRIVE, ROSEVILLE, CALIFORNIA.

1. M-CV-0059739 Horton, Gary R. vs. GE Capital Retail Bank

Plaintiff's Motion for Relief From Judgment is denied.

Plaintiff seeks relief from the court's ruling granting summary judgment in favor of defendant on October 7, 2014, under the mandatory relief provisions of Code of Civil Procedure section 473(b). Section 473(b) states that the court shall vacate any default or default judgment or dismissal where the application for relief is accompanied by an attorney's sworn affidavit attesting to his or her mistake, inadvertence, surprise, or neglect. *English v. IKON Business Solutions, Inc.* (2001) 94 Cal.App.4th 130, 137-138. In this case, plaintiff's counsel submits a declaration stating that he mis-calendared the date of the hearing.

Summary judgment is not a "default," "default judgment," or "dismissal" within the meaning of section 473(b). Although courts have disagreed on whether the mandatory relief provisions apply to summary judgments, more recent cases, including cases out of the Third District Court of Appeal, have held that the court is not authorized to set aside summary judgment under the mandatory relief provisions of section 473(b). *Id.*; *Las Vegas Land and Dev. Co., LLC v. Wilkie Way, LLC* (2013) 219 Cal.App.4th 1086, 1091.

Based on the foregoing, plaintiff's Motion for Relief From Judgment is denied. If oral argument is requested, defendant's request for telephonic appearance is granted. All telephonic appearances are governed by Local Rule 20.8.

2. M-CV-0061843 Aboui, M. Nasser vs. Williams, Brion, et al

Defendants' Demurrer to Complaint is overruled without prejudice. The proof of service attached to the demurrer is undated as to the date signed, and the date the documents were purportedly served on opposing counsel. As it is not clear that defendants' moving papers were timely served, the demurrer cannot be sustained.

3. S-CV-0026453 Dunmore, Steven G. vs. Dunmore, Sidney D., et al

The Demurrer to Third Amended Complaint is continued to December 9, 2014, at 8:30 a.m. in Department 32 to be heard by the Honorable Mark S. Curry.

4. S-CV-0030179 Cornell, Darold, et al vs. Morrison Homes, Inc.

Cross-defendant F. Rodgers Insulation, Inc.'s Motion for Good Faith Settlement is granted. Based on the standards set forth in *Tech-Bilt v. Woodward Clyde & Associates* (1985) 38 Cal.3d 488, the settlement at issue is within the reasonable range of the settling party's proportionate share of liability for plaintiffs' injuries, and therefore is in good faith within the meaning of Code of Civil Procedure section 877.6.

If oral argument is requested, moving party's request for telephonic appearance is granted. All telephonic appearances are governed by Local Rule 20.8.

5. S-CV-0030941 Rasberry, Iva Denise vs. D.R. Horton Inc.

Defendant D.R. Horton Inc. – Sacramento's Motion for Determination of Good Faith Settlement is granted. Based on the standards set forth in *Tech-Bilt v. Woodward Clyde & Associates* (1985) 38 Cal.3d 488, the settlement at issue is within the reasonable range of the settling party's proportionate share of liability for plaintiffs' injuries, and therefore is in good faith within the meaning of Code of Civil Procedure section 877.6.

6. S-CV-0032637 Boyett Const., Inc. vs. Allianz Global Risks U.S. Insurance

Cross-defendant and cross-complainant McCarthy Building Companies, Inc.'s Motion for Leave to File First Amended Cross-Complaint is granted. Moving party shall file and serve its first amended cross-complaint by no later than December 2, 2014.

If oral argument is requested, moving party's request for telephonic appearance is granted. All telephonic appearances are governed by Local Rule 20.8.

7. S-CV-0032871 Degrinis, James vs. Ford Motor Company

The Motion to Tax Costs was continued to January 6, 2015, at 8:30 a.m. in Department 40.

8. S-CV-0032963 Ghotra, Rawail S., et al vs. Stahr, Clifford D., et al

Defendants Clifford Stahr and Marlene Apicella's request for judicial notice is granted.

Defendants' Motion to Determine Prevailing Party on Contract and to Fix Amount of Attorney Fees Awardable as Item of Costs is denied.

Attorneys' fees authorized by contract may be recoverable in a breach of contract action, or in a tort action arising out of the contract. While pleading a breach of contract claim is not required, the gravamen of the action must be to enforce the contract. *See* Civ. Code § 1717; *Hyduke's Valley Motors v. Lobel Fin'l Corp.* (2010) 189 Cal.App.4th 430, 436. In this case, the parties were involved in prior litigation which indisputably arose from the subject Real Property Lease with Purchase Option. The Real Property Lease contained an attorneys' fees clause stating:

Attorney's Fees: In any judicial, arbitration or other proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

A Final Mediation Settlement Agreement was entered as a judgment in the prior litigation on August 2, 2013. In the instant action, plaintiffs sought a declaration of the court that a 2009 Arbitration Agreement which preceded the Final Mediation Settlement Agreement was invalid and unenforceable. The gravamen of the instant case is the validity and enforceability of the 2009 Arbitration Agreement, not the enforceability of the Real Property Lease. Accordingly, attorneys' fees based on a provision in the Real Property Lease may not be awarded in this action.

9. S-CV-0034010 Beadle, Marva vs. Allied Trustee Services, et al

This tentative ruling is issued by the Honorable Mark S. Curry. If oral argument is requested, it shall be heard on November 18, 2014, at 8:30 a.m. in Department 32.

Allied Trustee Services' Demurrer to First Amended Complaint

Defendant Allied Trustee Services' ("Allied's") request for judicial notice is granted.

Allied's unopposed Demurrer to First Amended Complaint is sustained without leave to amend.

A defendant may demur to a complaint on the grounds that there is another action pending between the same parties on the same cause of action. Code Civ. Proc. § 430.10(c). The principle of abatement holds that when one court assumes jurisdiction over a case, that court has exclusive jurisdiction and another court may not exercise jurisdiction over a suit involving the same parties and same causes of action. *Simmons v. Superior Court* (1950) 96 Cal.App.2d 119, 123. A "cause of action" is defined by the "primary right" theory. *Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 575. A cause of action consists of a primary right

possessed by the plaintiff, a corresponding duty of the defendant, and a derelict or wrong done by the defendant consisting of a breach of the plaintiff's primary right. *Id.* It makes no difference that different legal theories or remedies are asserted. *Slater v. Blackwood* (1975) 15 Cal.3d 791, 795.

In this action, plaintiff alleges that defendants either misapplied, or failed to credit her for HOA payments, and subsequently wrongfully recorded a notice of delinquent assessment and notice of default. These allegations are identical to allegations forming the basis of the claims made by plaintiff in a prior action, *Marva E. Beadle v. Allied Trustee Services, et al.*, Placer County Superior Court Case No. SCV-32406, in which Allied was named as a defendant. Thus, although the complaint in this action seeks different relief, the causes of action are identical under the primary right theory. The prior action was dismissed following the court's order sustaining defendants' demurrers without leave to amend, and is currently on appeal.

Based on the foregoing, any further proceedings against Allied in this action are abated pending termination of the prior action. See Code Civ. Proc. § 597; *Franchise Tax Board v. Firestone Tire & Rubber Co.* (1978) 87 Cal.App.3d 878, 884.

Frei Real Estate Services' Demurrer to First Amended Complaint

Frei Real Estate Services' ("Frei's") request for judicial notice is granted.

Frei's unopposed Demurrer to First Amended Complaint is sustained without leave to amend.

A defendant may demur to a complaint on the grounds that there is another action pending between the same parties on the same cause of action. Code Civ. Proc. § 430.10(c). The principle of abatement holds that when one court assumes jurisdiction over a case, that court has exclusive jurisdiction and another court may not exercise jurisdiction over a suit involving the same parties and same causes of action. *Simmons v. Superior Court* (1950) 96 Cal.App.2d 119, 123. A "cause of action" is defined by the "primary right" theory. *Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 575. A cause of action consists of a primary right possessed by the plaintiff, a corresponding duty of the defendant, and a derelict or wrong done by the defendant consisting of a breach of the plaintiff's primary right. *Id.* It makes no difference that different legal theories or remedies are asserted. *Slater v. Blackwood* (1975) 15 Cal.3d 791, 795.

In this action, plaintiff alleges that defendants either misapplied, or failed to credit her for HOA payments, and subsequently wrongfully recorded a notice of delinquent assessment and notice of default. These allegations are identical to allegations forming the basis of the claims made by plaintiff in a prior action, *Marva E. Beadle v. Allied Trustee Services, et al.*, Placer County Superior Court Case No. SCV-32406, in which Frei was named as a defendant. Thus, although the complaint in this action seeks different relief, the causes of action are identical under the primary right theory. The prior action was dismissed following the court's order sustaining defendants' demurrers without leave to amend, and is currently on appeal.

Based on the foregoing, any further proceedings against Frei in this action are abated pending termination of the prior action. *See* Code Civ. Proc. § 597; *Franchise Tax Board v. Firestone Tire & Rubber Co.* (1978) 87 Cal.App.3d 878, 884.

Auburn Woods I Homeowners Association's Demurrer to First Amended Complaint

Auburn Woods I Homeowners Association's ("Auburn's") request for judicial notice is granted.

Auburn's unopposed Demurrer to First Amended Complaint is sustained without leave to amend.

A defendant may demur to a complaint on the grounds that there is another action pending between the same parties on the same cause of action. Code Civ. Proc. § 430.10(c). The principle of abatement holds that when one court assumes jurisdiction over a case, that court has exclusive jurisdiction and another court may not exercise jurisdiction over a suit involving the same parties and same causes of action. *Simmons v. Superior Court* (1950) 96 Cal.App.2d 119, 123. A "cause of action" is defined by the "primary right" theory. *Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 575. A cause of action consists of a primary right possessed by the plaintiff, a corresponding duty of the defendant, and a derelict or wrong done by the defendant consisting of a breach of the plaintiff's primary right. *Id.* It makes no difference that different legal theories or remedies are asserted. *Slater v. Blackwood* (1975) 15 Cal.3d 791, 795.

In this action, plaintiff alleges that defendants either misapplied, or failed to credit her for HOA payments, and subsequently wrongfully recorded a notice of delinquent assessment and notice of default. These allegations are identical to allegations forming the basis of the claims made by plaintiff in a prior action, *Marva E. Beadle v. Allied Trustee Services, et al.*, Placer County Superior Court Case No. SCV-32406, in which Auburn was named as a defendant. Thus, although the complaint in this action seeks different relief, the causes of action are identical under the primary right theory. The prior action was dismissed following the court's order sustaining defendants' demurrers without leave to amend, and is currently on appeal.

Based on the foregoing, any further proceedings against Auburn in this action are abated pending termination of the prior action. *See* Code Civ. Proc. § 597; *Franchise Tax Board v. Firestone Tire & Rubber Co.* (1978) 87 Cal.App.3d 878, 884.

Sutter Capital Group, LP's Demurrer to First Amended Complaint

Sutter Capital Group, LP's ("Sutter's") request for judicial notice is granted.

Sutter's unopposed Demurrer to First Amended Complaint is sustained with leave to amend.

Sutter's notice of demurrer states two grounds for the demurrer. First, Sutter argues that the complaint fails to state any cause of action against it because plaintiff fails to allege that

Sutter was not a bona fide purchaser for value with respect to the subject property. Second, Sutter argues that the court has no jurisdiction over the case due to the “doctrine of abstention” (which the court assumes is a typographical error, intended to be “abatement”).

Plaintiff’s complaint alleges equitable claims seeking to set aside the trustee’s sale, cancel the trustee’s deed, quiet title to the subject property, and enjoin a pending unlawful detainer action. Plaintiff also seeks an accounting from Auburn Woods I HOA, and damages for elder abuse based on the same facts that form the basis of the first two causes of action. The complaint fails to allege facts to establish that Sutter, the purchaser of the property at the trustee’s sale, was not a bona fide purchaser for value. Accordingly, the allegations of the complaint fail to state a cause of action against Sutter. *See Moeller v. Lien* (1994) 25 Cal.App.4th 822; Civ. Code § 2924(c). However, as plaintiff may yet be able to amend her complaint to adequately state such facts, leave to amend shall be granted with respect to the claims asserted against Sutter.

With respect to a plea in abatement, this theory does not apply to Sutter, as Sutter was not a party in the prior action. *See* Code Civ. Proc. § 430.10(c) (“[t]here is another action pending between the *same parties* on the same cause of action”). The demurrer is overruled on this ground.

Any amended complaint shall be filed and served by no later than December 5, 2014.

Motion to Sever

Sutter’s Motion to Sever is granted.

On June 10, 2014, this action was consolidated with pending unlawful detainer action *Sutter Capital Group, LP v. Marva Beadle*, Case No. MCV-59768. The unlawful detainer trial was stayed pending disposition of the civil action. Defendant Marva Beadle (plaintiff in this action) was ordered to pay \$200.00/month as fair rental value as a condition of the stay of the unlawful detainer action. However, Ms. Beadle has made no payments as of the date of this hearing. Consequently, plaintiff in the unlawful detainer action is entitled to move forward with trial, and the unlawful detainer action shall be severed to permit trial to move forward. Code Civ. Proc. § 1170.5(d).

10. S-CV-0034060 Pourarian, Amitis vs. Natural Tech Landscape, et al

Generation Pool Plastering, Inc.’s Motion for Leave to File Cross-Complaint is granted. The cross-complaint shall be filed and served by no later than December 2, 2014.

11. S-CV-0034376 United Auburn Indian Comm. vs. Penta Building Group, et al

The Motion to Appoint Special Master was continued to December 11, 2014, at 8:30 a.m. in Department 40.

12. S-CV-0034441 Roberts, Kenneth, et al vs. JPMorgan Chase Bank, et al

Defendants JPMorgan Chase Bank, N.A. and Bank of America, National Association's ("Defendants'") request for judicial notice is denied as to Exhibit 3, and otherwise granted.

Defendants' Demurrer to First Amended Complaint is sustained without leave to amend.

Each of the causes of action asserted in the first amended complaint derive from the contention that the Protecting Tenants at Foreclosure Act ("PTFA") required Defendants to honor the purchase option provision of the settlement agreement, by which the former owner of the property agreed to a short sale of the property to plaintiffs. A "short sale" is the sale of property for a price that is less than the amount of the debt on the property, which results in a shortfall of sales proceeds to pay off existing loans. In this case, plaintiffs entered into a settlement agreement with the former owner of the property, Mary Prantil ("Prantil"), for a short sale, which was apparently never consummated. The terms of the settlement agreement establish that lender approval was a necessary component of the settlement agreement, as it provided that Prantil prepare and submit all documents required by defendant JPMorgan Chase Bank to close the short sale, and provided that Prantil was to have no personal liability for any deficiency per Code of Civil Procedure section 580e, which could only occur "with the written consent of the holder of the deed of trust or mortgage." Code Civ. Proc. § 580e(a)(2). The provision of the settlement agreement calling for short sale of the subject property was not consummated prior to foreclosure.

Plaintiffs argue that the PTFA requires that post-foreclosure owners take title "subject to" existing leases and bona fide tenancies, and therefore required that Defendants take title subject to the provisions of the settlement agreement calling for a short sale of the subject property. However, plaintiffs do not seek relief as displaced tenants, but rather as purported purchasers of the property. They do not seek to enforce the lease provisions of the settlement agreement, but rather a separate provision for sale, which the PTFA does not encompass. The PTFA does not mandate that subsequent purchasers following foreclosure honor the terms of an unconsummated short sale agreement.

Plaintiffs' first cause of action for specific performance and sixth cause of action for breach of contract fail to state valid causes of action, as the PTFA does not compel post-foreclosure owners of real property to honor unconsummated short sale agreements. The second cause of action for conspiracy fails to state a valid cause of action, as plaintiffs fail to allege a predicate tort, or wrongful act that would support a cause of action without the conspiracy. *Jones v. Wells Fargo Bank* (2003) 112 Cal.App.4th 1527, 1541. The third cause of action for interference with prospective advantage fails to state a valid cause of action as plaintiffs fail to plead that Defendants engaged in an act that was wrongful apart from the interference itself. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1154. The fourth, fifth and seventh causes of action for unfair business practices, breach of the implied covenant of good faith and fair dealing, and declaratory relief, are each premised upon Defendants' purported duty to honor the purchase option terms of the settlement agreement after they foreclosed on the subject property. For the reasons stated above, each of these causes of action also fails to state a valid claim.

Plaintiffs bear the burden of demonstrating how the complaint may be amended to cure the defects therein. *Assoc. of Comm. Org. for Reform Now v. Dept. of Indus. Relations* (1995) 41 Cal.App.4th 298, 302. Although plaintiffs have requested leave to amend, they fail to make a showing that a reasonable possibility exists that the defects can be cured by amendment. *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318. Accordingly, the demurrer is sustained without leave to amend.

13. S-CV-0034623 Atherton, David, et al vs. JP Morgan Chase Bank, N.A., et al

The Demurrers to First Amended Complaint are continued to December 9, 2014, at 8:30 a.m. in Department 32 to be heard by the Honorable Mark S. Curry.

14. S-CV-0034713 Pape Machinery, Inc. vs. Mid-Valley Plumbing Contractor's

Defendant Brent Cano's Motion to Set Aside Entry of Default is granted. Defendant shall file and serve his answer to the complaint by no later than December 2, 2014.

15. S-CV-0034745 Razawi, Daniella vs. Deutsche Bank National Trust Co.

The Demurrer to First Amended Complaint is continued to December 9, 2014, at 8:30 a.m. in Department 32 to be heard by the Honorable Mark S. Curry.

16. S-CV-0035041 Smith, Gregory, et al vs. California State Board Equalization

The Motion to Transfer Action is continued to December 9, 2014, at 8:30 a.m. in Department 32 to be heard by the Honorable Mark S. Curry.

17. S-CV-0035075 Keller, Richard W. vs. City of Roseville, et al

The Demurrer to Complaint is continued to December 16, 2014, at 8:30 a.m. in Department 32 to be heard by the Honorable Mark S. Curry.

18. S-CV-0035081 Taverite, Gary, et al vs. Ocwen Mortgage Servicing Inc., et al

Defendants' Demurrer to Complaint is sustained in part without leave to amend, and overruled in part.

A party may demur to a complaint where the pleading does not state facts sufficient to constitute a cause of action. Code Civ. Proc. § 430.10(e). A demurrer tests the legal sufficiency of the pleadings, not the truth of the allegations. *Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.

The demurrer is sustained with respect to plaintiff's first cause of action for violation of Civil Code section 2923.6. "Section 2923.6 merely expresses the hope that lenders will offer loan modifications on certain terms." *Mabry v. Superior Court* (2010) 185 Cal.App.4th 208, 211. There is no duty under the statute to agree to a loan modification. *Hamilton v. Greenwich*

Investors XXVI, LLC (2011) 195 Cal.App.4th 1602, 1617. Accordingly, the failure to permanently modify plaintiffs' loan does not constitute a violation of the statute.

The demurrer is sustained with respect to plaintiff's second cause of action for breach of the implied covenant of good faith and fair dealing. The implied covenant "does not extend beyond the terms of the contract at issue." *Poway Royal Mobilehome Owners Ass'n v. City of Poway* (2007) 149 Cal.App.4th 1460, 1477. An implied covenant "will not be read into a contract to prohibit a party from doing that which is expressly permitted by the agreement itself." *Wolf v. Walt Disney Pictures and Television* (2008) 162 Cal.App.4th 1107, 1120. Defendants did not have a duty to grant plaintiffs a loan modification, and the implied covenant cannot impose a duty where none existed.

The demurrer is sustained with respect to plaintiff's fourth cause of action for promissory estoppel. Plaintiffs fail to allege a promise clear and unambiguous on its terms, and fail to allege detrimental reliance. *U.S. Ecology, Inc. v. State* (2005) 129 Cal.App.4th 887, 905. Where the alleged promise is conditional on its face, the purported promise is not "clear and unambiguous on its terms" and a claim for promissory estoppel must fail. *Laks v. Coast Fed. Savings & Loan Ass'n* (1976) 60 Cal.App.3d 885, 891.

The demurrer is overruled with respect to plaintiff's third cause of action for violation of Business and Professions Code sections 17200, *et seq.* The allegations of the complaint, read as a whole, sufficiently support this cause of action.

Plaintiffs bears the burden of demonstrating how the complaint may be amended to cure the defects therein. *Assoc. of Comm. Org. for Reform Now v. Dept. of Indus. Relations* (1995) 41 Cal.App.4th 298, 302. A demurrer shall be sustained without leave to amend absent a showing by plaintiffs that a reasonable possibility exists that the defects can be cured by amendment. *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318. As the demurrer was not opposed, plaintiffs have failed to make any showing that the complaint can be amended to change its legal effect. Accordingly, with respect to the first, second and fourth causes of action, the demurrer is sustained without leave to amend.

If oral argument is requested, defendants' request for telephonic appearance is granted. All telephonic appearances are governed by Local Rule 20.8.

19. S-CV-0035109 Wasyluka, Christina vs. McKinley, Kari, et al

Defendants' Demurrer to First Amended Complaint is sustained in part without leave to amend, and overruled in part.

A party may demur to a complaint where the pleading does not state facts sufficient to constitute a cause of action. Code Civ. Proc. § 430.10(e). A demurrer tests the legal sufficiency of the pleadings, not the truth of the allegations. *Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.

The demurrer is sustained with respect to plaintiff's fourth cause of action for wrongful termination, as this cause of action is duplicative of plaintiff's third cause of action for wrongful termination. The demurrer is also sustained with respect to plaintiff's fifth cause of action for intentional infliction of emotional distress. Plaintiff fails to allege conduct by defendants constituting extreme and outrageous conduct sufficient to state this claim. *Janken v. GM Hughes Electronics* (1996) 46 Cal.App.4th 55, 80.

The demurrer is overruled with respect to plaintiff's sixth cause of action for violation of Business and Professions Code sections 17200, *et seq.* The allegations of the first amended complaint, read as a whole, sufficiently support this cause of action.

Plaintiff bears the burden of demonstrating how the first amended complaint may be amended to cure the defects therein. *Assoc. of Comm. Org. for Reform Now v. Dept. of Indus. Relations* (1995) 41 Cal.App.4th 298, 302. A demurrer shall be sustained without leave to amend absent a showing by plaintiff that a reasonable possibility exists that the defects can be cured by amendment. *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318. As the demurrer was not opposed, plaintiff has failed to make any showing that the first amended complaint can be amended to change its legal effect. Accordingly, with respect to the fourth and fifth causes of action, the demurrer is sustained without leave to amend.

20. S-CV-0035235 Anderson, Daniel B., et al vs. Winter, Gregory

The Demurrer to Cross-Complaint is dropped as moot. A first amended cross-complaint was filed on November 6, 2014.

21. S-CV-0035345 Medina, V. - In Re the Petition of

The Petition to Transfer Structured Settlement Payment Rights is granted.

These are the tentative rulings for civil law and motion matters set for Tuesday, November 18, 2014, at 8:30 a.m. in the Placer County Superior Court. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by 4:00 p.m. today, Monday November 17, 2014. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.